

**AGREEMENT TO ESTABLISH  
A CONTRACTUAL ACADEMIC ARRANGEMENT  
BETWEEN**

**Bethany College**

**And**

**Appalachian School of Law**

This Agreement for a Contractual Academic Arrangement (“Agreement”), dated this 12th day of September, 2019 (the “Effective Date”), is made by and between Bethany College (“Institution” or “Bethany College”), an educational institution located at 31 East Campus Drive, Bethany, West Virginia, 26032, and Appalachian School of Law (“ASL”), an educational institution located at 1169 Edgewater Drive, Grundy, Virginia, 24614, (together, the “Parties”).

In order for the Parties to achieve their mutual goal of academic development, the Parties hereby agree to pursue the initiation of a dual degree program.

WHEREAS, the purpose of this Agreement is to implement an accelerated dual degree arrangement (“DDA”) allowing students to earn a baccalaureate degree through Institution (the “Institution Program”), and the Juris Doctor from Appalachian School of Law (the “ASL Program”) (collectively, the “Programs”) in six years rather than the usual seven; and

WHEREAS, the Parties wish to set forth the terms and conditions of the collaborative initiation of the DDA;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and benefits hereunder and other good and valuable consideration, the Parties mutually agree to all of the following:

**1. Academic Activities and Educational Plan.**

**1.1 Academic Oversight.**

The DDA shall be overseen by a committee including the Provost at Institution (or designee), and the Dean of ASL (or designee), and such other persons as may be designated by each Party. Institution shall be solely responsible for the curriculum of the Institution Program, and ASL shall be solely responsible for the curriculum of the ASL Program.

## **1.2. Accreditation and Other Regulatory Oversight.**

### **1.2.1. Approval.**

This Agreement is contingent upon approval by the Higher Learning Commission (HLC) and the State Council of Higher Education for Virginia (SCHEV), as appropriate and if required.

## **1.3. Admissions.**

### **1.3.1. Application.**

Applications for all DDA students to the ASL Program must be received by January 1 of the calendar year in which the student desires to enroll in the law school.

### **1.3.2. Admissions Requirements.**

Admission to ASL is guaranteed, so long as the applicant meets the eligibility requirements contained herein and the requirements for character and fitness to practice law.

For Institution students who do not qualify for the DDA Program but wish to apply to ASL for admission upon completion of their baccalaureate degree at Institution, ASL shall make a holistic review of their applications. Assuming minimum eligibility requirements are met, ASL shall schedule an interview with the applicant to assess abilities and maturity for professional study, and ASL shall reach an expedited one-week decision on admission.

### **1.3.3. Eligibility.**

This DDA Legal Education Program shall be open only to those Bethany students who:

- Have completed all Bethany College Core requirements, with the exception of the senior project and Contemporary Society and Institutions requirements. Bethany College will count the successful completion of the 1L year to satisfy the senior project and Contemporary Society and Institutions requirements at Bethany College;
- Will have completed a minimum of 2 ½ years in residence and at least 90 credit hours at Bethany College through residency, Advanced Placement, or transfer credits prior to attending the Appalachian School of Law;
- Have completed the required courses for their major(s) and

#### **1.4. Curriculum and Degrees Awarded.**

##### **1.4.1. Curriculum.**

The curriculum for the DDA shall consist of a baccalaureate degree program from Institution and the complete Juris Doctor curriculum from ASL. A sample program is attached as Appendix A.

##### **1.4.2. Degrees Awarded and Timing of Awards.**

Students shall receive the baccalaureate degree from Bethany College immediately upon successful completion of the first year courses of ASL for the DDA program in accordance with Institution's normal graduation procedures and submission of transcripts from ASL. Bethany College will count the successful completion of the 1L year to satisfy the senior project and Contemporary Society and Institutions requirements at Bethany College. "Successful completion" of the 1L courses shall mean that the student earned a grade of "Competent" or "Proficient" in each 1L course.

Bethany will accept as transfer credits applicable as electives counting for the 128 credit hours required for the Bachelor degree up to 30 semester credits of course work taken at ASL in which the student received a grade of "Competent" or "Proficient." Bethany College shall not accept as transfer credits any credits of course work awarded by ASL in which the student received a grade of "Not Proficient" or "Fail."

Up to 9 of the semester credits can be applied to satisfy elective credit in the DDA students' Bethany major provided that those credits are related to the major field of study, but such elective credits must be specifically approved by the Chair of the appropriate academic department at Bethany College.

Students will be responsible for providing an official transcript of the credit hours earned to Institution and applying for graduation. Students shall receive the Juris Doctor (JD) from ASL immediately upon completion of ASL's JD requirements, in accordance with normal law school graduation procedures.

#### **1.5. Student Regulations and Responsibilities.**

##### **1.5.1. Academic and Disciplinary Regulations.**

Students shall be subject to the policies, codes of conduct, and disciplinary regulations of the institution at which they are currently in residence: at Institution for the first three years of baccalaureate study,

have successfully passed their comprehensive examinations for their major no later than May of the junior year. Under no circumstances may a student proceed to ASL under this DDA Agreement before successful completion of the comprehensive exams;

- Obtained permission of the undergraduate prelaw advisor(s) at Bethany College to pursue accelerated study;
- Maintained a minimum cumulative undergraduate grade point average of 3.00 as calculated by the Law School Admission Council; and
- Obtained an LSAT score equal to or exceeding 153.

#### **1.3.4. Admissions Process.**

Applicants must:

- Complete and submit a DDA Participation Form in the freshman or sophomore years of undergraduate study (or equivalent) to the Office of Admission, Appalachian School of Law, 1169 Edgewater Drive, Grundy, Virginia 24614.
- Take the LSAT no later than December of the “junior” undergraduate year.
- Submit the completed ASL JD application through the Law School Admission Council by January 1 of the “junior” academic year. This application includes a personal statement, a résumé, recommendations, transcripts, and other materials.
- Complete an interview with the admissions staff of ASL.

#### **1.3.5. Acceptance.**

Students shall be notified by phone and in writing of admission to ASL. The Institution shall also be notified in writing of the student's admission to the law school.

#### **1.3.6. International Student Responsibilities.**

Students shall be solely responsible for complying with host country immigration and visa laws and requirements. U.S. law requires institutions to review each foreign student's financial records to ensure that the student can meet his or her expenses. While not tied to eligibility for admission, the financial review and approval shall be conducted prior to issuance of visa documents.

## **1.6. Tuition, Fees, and Expenses.**

Students shall pay tuition and fees to Bethany College until enrollment at ASL. At that time, students shall pay tuition and fees to ASL.

### **1.6.1. Scholarships.**

Students in the DDA are eligible for all scholarship opportunities available to JD students.

## **1.7. Assessment.**

### **1.7.1. Review.**

ASL and Institution agree to review this Agreement every three years. Each institution shall designate an individual to serve as liaison for the purpose of monitoring this Agreement.

### **1.7.2. Data.**

ASL shall provide anonymous tracking data on performance of Institution DDA students at ASL, including ASL courses attempted and completed, cumulative grade point average, and graduation date from ASL.

## **2. General Terms and Conditions.**

### **2.1. Term and Termination.**

This Agreement shall be for a period of three years from the Effective Date. This Agreement may be terminated by a Party without cause upon ninety (90) days' notice to the other Party, provided that the notice of termination does not disrupt the operations of the then-current semester, and that currently enrolled students are given the opportunity to complete their degree programs.

### **2.2. Notice.**

Any notice required by this Agreement shall be in writing and shall be deemed given when sent, postage prepaid, through the United States Postal Service by certified mail, return receipt, or when sent by nationally or internationally recognized overnight delivery service, or personally served upon the appropriate party.

To: Attention: Dean  
Appalachian School of Law  
1169 Edgewater Drive  
Grundy, VA 24614

and at ASL upon enrollment in the JD program.

## **1.5.2. Enrollment and Participation in the DDA.**

### **1.5.2.1. Full-time Enrollment.**

Students participating in the DDA must enroll on a full-time basis at ASL.

### **1.5.2.2. Declined Admission.**

If a student declines admission to ASL for the year offered through the DDA, the student shall no longer be a DDA participant, and would have to apply for readmission.

### **1.5.2.3. Cessation of Study.**

A DDA student leaving ASL for any reason ceases to be part of the DDA.

### **1.5.2.4. Withdrawal from DDA.**

If a DDA student fails to successfully complete the first year of law school or chooses to withdraw, Institution agrees to permit the student to return to Institution for completion of the undergraduate degree.

### **1.5.2.5. Dismissal.**

A student dismissed from ASL may seek readmission to ASL in accordance with the Academic Regulations of ASL or to Institution if permitted by Institution's academic and disciplinary regulations.

## **1.5.3. Transcripts.**

Students are responsible for requesting their own transcripts from each Party and providing them to the other. ASL cannot request student transcripts directly from another institution, nor can it provide them without a student request.

A student's undergraduate GPA for degree-granting purposes at Bethany College will be the GPA at the end of the Bethany College phase of the undergraduate program; grades from ASL are not transferable to Bethany College.

enumerated herein, nor shall anything contained in this Agreement be construed to create any partnership or joint venture between the Parties. Neither Party shall sponsor, endorse, or make any express or implied warranties for the other.

**2.9. Publicity.**

Except as specifically provided for herein, the Parties shall not use, in external advertising, marketing programs, or promotional efforts, any data, name, insignia, trademarks, pictures or other representation of the other Party or its employees except on the specific written authorization in advance. All requests for authorization must be received in writing no later than ten (10) days in advance of the use date.

**2.10. Use of Trademarks.**

Neither Party shall use the name or any trademark of the other without prior written permission. All requests for authorization must be received in writing no later than ten (10) days in advance of the use date.

**2.11. Image.**

Neither Party shall take any action or inaction intended to be detrimental to the image or reputation of the other.

**2.12. Nondiscrimination.**

Both Parties to this Agreement agree to not discriminate on any basis prohibited by state or federal law.

**2.13. Force Majeure.**

Neither Party shall be responsible for any delay or failure in performance resulting from any cause beyond its control, including, without limitation, war, terrorism, strikes, civil disturbances, and acts of God.

**2.14. Authorized Signatures.**

The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.

**2.15. Conflicts of Interest.**

No employee of ASL may receive compensation from Bethany College unless authorized by ASL in writing.

**2.16. Third-Party Beneficiaries.**

To: Attention: Provost  
Bethany College  
31 East Campus Drive  
Bethany, WV 26032

**2.3. Applicable Law and Venue.**

This Agreement shall be construed, governed and interpreted by and in accordance with the laws of the Commonwealth of Virginia. Any litigation with respect to this Agreement shall be brought before a court of competent jurisdiction in the Commonwealth of Virginia. Institution and ASL each agrees that it shall at all times comply with all applicable federal and state laws and regulations.

**2.4. Entire Agreement.**

This Agreement constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written agreements with respect to the subject matter herein. This Agreement can be modified or amended only by a writing signed by all of the Parties.

**2.5. Severability.**

Should any portion of this Agreement be declared invalid or unenforceable for any reason, such portion is deemed severable from the Agreement and the remainder of this Agreement shall remain fully valid and enforceable.

**2.6. Waiver.**

The failure of a party to enforce any provision in this Agreement shall not be deemed a waiver of such right.

**2.7. Assignment.**

Neither party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement without the prior written consent of the other Party. Any attempted assignment, transfer or delegation without such consent shall be void. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

**2.8. Independent Contractors.**

The relationship of the Parties to each other is solely that of independent contractors. No Party shall be considered an employee, agent, partner or fiduciary of the other except for such purposes as may be specifically



No third party is entitled to rely on any of the representations, warranties and agreements of the Parties contained in this Agreement. No Party assumes any liability to any third party because of any reliance on the representations, warranties and agreements of the Parties contained in this Agreement.

**2.17. FERPA.**

All student data shall be considered to be confidential and any release of information shall be in compliance with the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. §1232g; 34 CFR Part 99).

WITNESS the following signatures of the Parties:

BETHANY COLLEGE:

  
Dr. Tamara Nichols Rodenberg  
President

9/12/2019  
Date

  
Joseph Lane, Ph.D.  
Provost

9/12/19  
Date

APPALACHIAN SCHOOL OF LAW:

  
Elizabeth A. McClanahan  
Dean

9/12/2019  
Date

